**Specification of demands**

**For contract regarding nightly turn-of of computers**

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# 1. The background and purpose of the contract

## 1.2 The purpose of the contract

**At the municipality of Copenhagen, around 5000 computers are switched on throughout the night** **every night.** It is estimated that around 25% of these are switched on, on the basis of an actual need, this concerns approximately 1,250 computers, while the other 75%, which correspond to approximately 3,750 computers, simply have not been switched off after work.

In an attempt to reduce costs on the municipality’s electric bill as well as having a wish to reduce the CO2 emission Koncernservice (the shared service center) has put out a proposal to invest in software that will automatically switch off the computers that are not being used during the night. The proposal will mean that every computer not in use after 8 pm will be switched off till 6 am, unless it is reported to Koncernservice that the computer shall not be included in the arrangement.

## 1.3 About the municipality of Copenhagen

The municipality of Copenhagen is, as the country’s capital, the largest municipality employing around 50,000 people spread out on 7 different administrations.

The municipality separates itself management wise from the other municipalities, by employing the so called “mellemformstyre” the municipality of Copenhagen changed from the municipal government in 1998.

“Mellemformstyret” means, that an administrative management was introduced, so that the 7 different administrations each is lead by a mayor (in the economy administration even a lord mayor) who prepare the cases for administration in the municipal council. Some fields of responsibilities are assigned to individual service committees, so that there within these areas can be made independent decisions. Management regulations in the municipality of Copenhagen, furthermore states that each mayor has the administrative responsibility within his own administrative sphere.

# 2. Contracting authority’s situations

## 2.1 Legal person

The contracting authority in this procedure is:

**The Municipality of Copenhagen**

**Ottiliavej 1**

**2500 Valby**

The contracting authority is responsible for the planning and completion of the call for tender, and a contract, if any, will be awarded by the contracting authority.

## 2.2 Contact person

The contact person appointed by the contracting authority from which further information, documentation, etc, must be obtained is:

**Mark Wurms Kristoffersen**

**Ottiliavej 1, Room 128**

**+45 29 39 39 11**

**Ah7v@ks.kk.dk**

To the widest extent possible, all inquiries must be in writing and preferably by email. The contact person is entitled to bind the contracting authority during the project.

In case of discrepancies between a contracting authority’s oral and written statements, the written statements will prevail at any time.

At any time during the call for tender, a contracting authority may appoint another contact person.

Unless a tenderer clearly states otherwise, a contracting authority will send notices during the call for tender to the employee at the tenderer’s who requested for the specifications to be sent.

## 2.3 Specified period for which the tender will remain open for acceptance

All tenders must be binding until the **8th of April 2013**.

Where a tenderer is notified that the contracting authority has identified such tenderer’s tender as the successful one, then, until the expiry of the period of which tenderers must keep their tenders open, such contracting authority may by written demand extend such period in up to 4 weeks.

## 2.4 Variants

A tenderer may submit variants. Variants must comply with the minimum requirements stated in the requirements specifications and the draft contract.

It is no requirement that variants are accompanied by an ordinary tender, and co-ordinating variants may be submitted as well.

## 2.5 Reservations

Any intentional or unintentional discrepancy between the contract documents and tenders is characterised without prejudice, including discrepancies by means of non-performance of requirements in the requirements specifications or the draft contract.

A contracting authority may reject any negotiating or final tender without prejudice to the contract documents, unless the reservation in question is evidently unimportant.

Minimum requirements are always considered as basic elements, and thus tenders containing reservations as regards minimum requirements are rejected as non-conditional.

A tenderer is requested not to make any reservation, in that a reservation implies a risk that the negotiating or final tender will not be taken into consideration. Where a tenderer, despite that, chooses to make a reservation, such tenderer is requested to expressly indicate this reservation and give an account of why this reservation has been made.

Instead of considering reservations, a tenderer is requested, as early as possible, to call a contracting authority’s attention to inappropriate requirements, if any, of importance in the contract documents.

## 2.6 Other matters

A tenderer is not entitled to have its tender or any other material returned from the contracting authority, which, in return, may not use these tenders in other relations than those regarding this call for tender.

A tenderer’s costs and expenses in connection with the submission of a negotiating or final tender under this call for tender are of no concern to the contracting authority.

Where a tenderer intends to use sub-suppliers to perform the service called for, the name(s) of this or these legal person(s) must be clearly and unambiguously stated in the tender. Use of sub-suppliers cannot exempt or restrict a tenderer’s full responsibility under a contract, if any.

## 2.7 Jurisdiction and law

This contract is governed by **Danish law** and **jurisdiction**.

# 3. Tenderer’s situations

## 3.1 Legal person

The contracting part in this procedure is:

**[Tenderer's name]**

**[Adress 1]**

**[Adress 2]**

**[Country]**

## 3.2Contact person

The contact person appointed by the contracting party is:

**[Name]**

**[Adress 1]**

**[Adress 2]**

**[Country]**

**[e-mail]**

In the tender, a tenderer must clearly an unambiguously state the legal person being tenderer and thus responsible as regards the contracting authority.

Where a tender is submitted by a consortium consisting of more than one responsible tenderer, then each of these legal persons must be clearly indicated, and in addition, a jointly authorised agent must be stated, and this agent is the one with whom the contracting authority may enter into agreements with a binding effect on the consortium. Participants in the consortium are jointly and severally liable.

# 4 Tender evaluation

## 4.1 Deadline for receiving offers

For it to be submitted in time and be taken into consideration during the procedure, the tender must be received by the contracting authority in a sealed envelope or by e-mail stating “**Natslukning af PC’er”** not later than the **14th of January 2013, at 12.00 CET**. A tender must be sent to the contracting authority to the address stated or be delivered at the address in the reception where the tenderer, upon request, will receive a receipt showing the date and time of the day of the delivery.

## 4.2 Award criterion

The award criterion is **lowest price**.

## 4.3 Questions for clarification

A tenderer must ensure that the negotiating tender and the final tender are complete meaning that no need for further contact between tenderer and contracting authority is necessary until after the notification of the award decision.

During the time from the receipt of final tender and until the contracting authority gives notice of the award decision, the tenderers should not foresee that there will be a contact with the contracting authority, and contact, if any, will on request of the contracting authority, and in that case only for clarification of questions of doubt, if any. Frames as regards terms of dialogue during this period are rather restricted.

Within the scope of procurement law, a contracting authority is entitled to control information given in a tender, and a tenderer must as fast as possible provide any reasonable assistance in case of a request made by the contracting authority in this respect.

## 4.4 Legal effect

All participants in the procedure for the award of contract will as fast as possible and at the same time be notified in writing about the award decision.

Notification of the award to the successful tenderer is not a promise that the contract awarded will be concluded with such tenderer but only a notification that, in the opinion of the contracting authority, the tenderer has submitted the successful tender. There is no contract or promise until a contract, if any, has been signed by all parties. An awarded contract may not be concluded until the expiry of the stand still period, see section 3 in the Danish Act on law enforcement.

A contracting authority’s notification of the award decision does not exempt unsuccessful tenderers from the obligations under the tender which remains in force in compliance with this document.

## 4.5 Cancellation

Until the call for tender is closed by concluded an awarded contract, the call for tender may be cancelled by the contracting authority if such contracting authority has factual grounds to do so.

# 5 Guide to completion of the requirements specifications

## 5.1 The requirements table

Tenderer is, as a part of the offer, required to fill out, and enclose a requirement specification, with a statement of, to which extend he can satisfy all requirements.

The requirement specification is described using the following figure:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: |  | Type of demands: |  |  |  |  |  |  |  |
| Demands | |  | | | | | | | |
| Supplier respond | |  | | | | | | | |

With the entry of the requirement specification tenderer must use following methodology:

**Req-id** is a unique reference number for each individual demand. Req-id is put together by a reference number for the paragraph as well as a number for the document.

**Type of demands** includes following

* ”minimum demands” (”**MK**”) states that demands **must** be met completely by tenderer. The tender cannot make offers with possible reservations in regards to a minimum requirement. In cases where not all minimum requirements are met, the offer will be regarded as non compliant, with the consequence that the offer will not appear in the evaluation of tenders.
* “demands” (“**K**”) states demands that tenderer can chose to meet, in that these demands constitute a competition parameter under the evaluation of tenders.

**Demands** is a description of the demand itself.

**Supplier respond** describes the degree of satisfaction in connection to the demands. This must be marked ”yes”, ”Partly” or ”No”.

* **Yes** states that the demand can be completely met.
* **Partly** states that the demand is partly met. ”2” states instances where the tender has reservation as to meeting all parts of the demand. If the demand can only be met partly this must be marked “comment” and hereafter must hereafter include an explanation as to what is met and what is not.
* **No** states that the demand is not met.

Minimum requirement must be met completely, meaning, it must be marked with a “yes”. If not, the offer is deemed non**-conditional** with the consequence that the offer will not be included in the evaluation of tenders.

## 5.2 Contracting authorities answer

The supplier must fill out all the columns marked above with green.

In case of information demands the supplier **must** insert a description in the column marked ”Supplier respond”.

If the supplier exclaims a demand to be partly satisfied, he **must**, in the column marked “Supplier respond”, describe which parts of the demand are satisfied and which are *not*.

# 6 General demands

This paragraph describes the general requirements of the contract.

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| Req-id: | 1 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Vender must have a Professional Services staff to be able to offer Implementation Services to assist with the deployment of the solution, training, knowledge transfer, and/or consultation. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 2 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | The total solution must not cost more than DKK 1.300.000 and include software licenses and implementation | | | | | | | |
| Supplier respond | |  | | | | | | | |

# 7 Software requirements

This paragraph describes the software requirements

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| Req-id: | 3 | Type of demand: | MK |  |  |  |  |  |  |
| Demands | | Must be Common Criteria certified, to ensure Security, resiliency, availability, and reliability. | | | | | | | |
| Suppliers respond | |  | | | | | | | |

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| Req-id: | 4 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must have the scalability for a single server to manage the entire PC Estate of a given agency. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 5 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must have reference-able customers of the scale that equals or exceeds the size of the given agency. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 6 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must support SQL Server 2005 SP2 - 2008 R2 (x86 or x64). | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 7 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to encrypt client data between client and server traffic. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 8 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must provide Console, Command Line and Group Policy control of client management and configuration. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 9 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must provide granular and accurate comprehensive web based reporting, and allow web reports to be customized. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 10 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | The Management Console must have the ability to delegate permissions allowing Domain Users and Domain Security Groups specific console access rights | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 11 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must provide a management information system that presents up to date Dashboard style tiles allowing the business to view:   1. Overall Desktop savings to date in Cost & CO2 Emissions 2. Percentage of PC’s that remain on after business hours 3. Identify greenest and worst consuming hardware types 4. Identify the Top 10 Most Costly departments | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 12 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow location and organization /department cross reference reports, and allow the grouping structure to integrate with external data sources | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 13 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow clients to be assigned to a location or organization group based on their subnet or assigned organization unit. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 14 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must support the following types of scheduled action: graceful power off, standby (sleep), hibernate (suspend), logoff or reboot. Actions may be preset for different times each day of the week, as well as one-off occasions, with optional countdown for logged on users | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 15 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow the end user to postpone and/or defer a scheduled action; as determined by the client configuration. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 16 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow a scheduled action to be aborted without interrupting the end user by detecting if a user is logged on or if there has been recent user activity | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 17 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow files to be saved (other than Office and Notepad) during a scheduled action when a user is logged on, even if the machine is locked. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 18 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must save user documents to a secure location during a scheduled action (must be placed in a customizable/configurable location) | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 19 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow the scheduled action to abort if there are open files that cannot be saved, or force a logoff and allow the scheduled action to be completed if configured to do so. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 20 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must have the capability to automatically retry a scheduled action, for a configured number of intervals. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 21 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to specify an exceptions list of processes which prevent the scheduled action from completing. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 22 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow a pre-flight check that can prevent a scheduled action from completing. This pre-flight check must be outside any script which manages unsaved application data such as Office applications. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 23 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must allow enforcement of a custom Windows power scheme, to counter interruptions ensuring standby (sleep), hibernate (suspend), disks and the computer monitor enter a lower power state. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 24 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to report busy/sleepless processes that prevent the power scheme from placing workstations into low power state. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 25 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to gracefully override the specified and reported busy/sleepless processes when a power scheme is placing the workstations into a low power state. Must be able to specify a list of processes as an exclusion list. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 26 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must support wakeup without the need to configure network routers. | | | | | | | |
| Supplier respond | |  | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 27 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must support wakeup at scheduled times (alarm), as well as waking up and returning to lower power state at a schedule time (maintenance window). | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 28 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must have capability to define manufacturer PC power consumption values (by reported make/model/chassis type) per power state (i.e. shutdown, standby, hibernate, on) for the purpose of accurate reporting. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 29 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to support different power tariffs and carbon conversion factors to address the costs & carbon emissions associated with the different Energy Suppliers according to Geographic Locations.   1. These should be able to be applied to All Areas, including regional and/or specific locations as applicable. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| Req-id: | 30 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must support Windows XP SP3 & Windows 7. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 31 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Must be able to wake up computers from a web page, with optional authorization. | | | | | | | |
| Supplier respond | |  | | | | | | | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 32 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Provide a power management client agent for Macs (Macintosh Intel platform). | | | | | | | |
| Supplier respond | |  | | | | | | | |

# 8 Tenders tender

In this paragraph the tender must set his price

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Req-id: | 33 | Type of demands: | MK |  |  |  |  |  |  |
| Demands | | Tenders tender on the total contract   * Req-id #2 must be observed * Currency must be specified | | | | | | | |
| Supplier respond | |  | | | | | | | |

# 9 Tenders signature

|  |
| --- |
| [Name]  [Title]  [d. mmmm yy] |